

Yellow Medicine County
FAIRGROUNDS USE AGREEMENT

This agreement made and entered into by and between the County of Yellow Medicine, State of Minnesota, referred to as "COUNTY" and _____ referred to as "LESSEE",

The COUNTY is the owner of buildings located on property at the Yellow Medicine County Fairgrounds in Canby, Minnesota and is responsible for managing the maintenance of these buildings and grounds.

LESSEE desires to rent buildings located at the fairgrounds, herein referred to as the "PREMISES", under the terms and conditions set forth in this agreement and Yellow Medicine County Policy #801, "Yellow Medicine County Fairgrounds Use".

In consideration of the mutual promises set forth herein and elsewhere, it is agreed by and between the COUNTY and LESSEE as follows:

Term of Use

This use Agreement will be valid for the following date _____.

Conditions of Use

Description of the premises to be used under this Agreement includes the following: (check all that apply)

- 1) Grandstand _____
- 2) Track, Pit and Parking area _____
- 3) 4-H Building _____
 - 3.1) Kitchen of 4-H Building _____
- 4) Pavilion Building _____
- 5) General rights of ingress and egress for the areas _____

The Premises will be used for _____.

LESSEE warrants that it will comply with all codes, laws, ordinances, orders, rules and regulations promulgated by any government agency which relate to the use, condition or occupancy of the Premises. In addition, LESSEE agrees to keep the Premises in a neat, clean and respectable condition and must bear the costs of cleaning and restoring the Premises. LESSEE is responsible for the cost of repair of any damages caused to the Premises by the LESSEE, or by

the guests or invitees of the LESSEE. The cost of repair includes replacement costs if necessary.

If the LESSEE is using the Kitchen facilities, the following additional care must be taken:

- 1) All food must be removed from appliances and equipment must be cleaned.
- 2) Doors on the refrigeration units are to remain open for ventilation when not in use to avoid mold problems.
- 3) If 4-H equipment is used, properly clean and return items to their proper location.
- 4) Do not move counters, tables or equipment as this could cause damage.
- 5) Vents above the grill must be closed when no longer being used.
- 6) ALL garbage must be removed from the Premises.

LESSEE agrees that no excessive noise, music, odor, vibration or conduct that is likely to disturb or annoy neighbors or other Fairgrounds users will occur during the terms of the agreement. In the event of a violation of this paragraph, LESSEE agrees the County may immediately terminate this agreement.

Fee

The standard rental fee for use of the Premises is **\$100.00**.

An additional fee of **\$50.00** will be charged when the Kitchen facilities are used.

The person signing this Agreement will be held responsible for payment of the fee and other charges provided herein. Rental fee checks shall be made payable to Yellow Medicine County.

Deposits

Before the date of use, **Lessee shall deliver to the County a \$250.00 damage deposit for the grandstand and track and \$75.00 damage deposit for the Pavilion and 4-H Buildings** (send as a separate check apart from the rental fee check and make payable to Yellow Medicine County). The damage deposit will be returned to the LESSEE after the Premises and equipment have been inspected by the County and it is determined that the terms of this Agreement have been met and no damage has occurred. If the LESSEE fails to perform any term in this Agreement or the County suffers damage to its Premises or equipment, the County may use any portion or all of the damage deposit to offset damages. Use of the damage deposit shall not constitute a waiver by the County of its right to pursue other remedies it might have.

There is a **\$10.00** deposit required for the Keys. The deposit will be refunded when the key(s) are returned.

Assignment of Interest

LESSEE may not assign or transfer its interest under this Agreement. LESSEE shall not permit any third party to occupy or use any part of the building without first obtaining the prior written consent of the County.

Liability

The use of the Premises and the adjacent grounds shall be entirely at LESSEE's risk.

Indemnification

The LESSEE shall agree to defend, indemnify, and hold Yellow Medicine County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the User or its guests, invitees or any and all other attendees in the use of the Premises by the LESSEE or its guests, invitees or any and all other attendees.

General Liability Insurance

The LESSEE shall procure and maintain risk coverage that will protect it from claims set forth above which may arise out of or result from its use of the Premises under this Agreement, whether such use be by the LESSEE or its guests, invitees and any and all other attendees or by anyone for whose acts the LESSEE may be liable. All policies shall remain in force and effect through the end of the use of the Premises.

A certificate of liability insurance covering spectators and participants shall be submitted to the County prior to use. A minimum of \$500,000 shall be required. A statement on the certificate or an endorsement on the policy shall be made to indicate Yellow Medicine County as additional insured.

Liquor

No alcohol may be sold on the Premises except for alcohol that is sold or furnished on the Premises by a vendor with the appropriate license and insurance to sell alcohol on the Premises. If alcohol is sold on the Premises, the licensed vendor serving the alcohol must have adequate liquor liability insurance pursuant to Minn. Stat. 340A.409. The designated vendor is required to provide proof of an appropriate license authorizing the vendor to sell liquor on the Premises and proof of liquor liability insurance to the County prior to the date upon which the Lessee intends to use the Premises. The County shall bear no liability for injury arising out of the sale or consumption of alcohol on the Premises.

Authorization Permit

After rental fees and the required proof of insurance(s) and liquor license (if applicable) have been received by the County, LESSEE will be given an Authorization Permit which must be posted during the event.

Contact Doug Waltz at 320-226-0604 to submit your application.

In witness thereof, the parties have executed this Agreement in Minnesota

LESSEE _____

Date: _____

Print Name, Address, and Telephone contact information below:

YELLOW MEDICINE COUNTY

Date_____